

8-264AG38

FMC Finance Corporation

No.

Box 760
San Jose California 95106
(408) 289 0111

Date

SEP 21 1978

Fee

\$10.00

ICC Washington, D. C.

September 13, 1978

FMC

RECORDATION NO. 8015-2 Filed & Recorded

The Honorable H. G. Homme, Secretary
Interstate Commerce Commission
Washington D. C. 20423

SEP 21 1978 -10 30 AM

INTERSTATE COMMERCE COMMISSION

Dear Sir:

Please find enclosed one original and four copies of an amendment to conditional Sale Agreement executed by ITEL Corporation, Rail Division as successor in interest to SSI Rail Corp. (Buyer) and FMC Finance Corporation (Seller). Also enclosed is a check for \$10.00 to cover filing fee.

The amendment refers to the conditional sale agreement covering 100 FMC box cars, that was filed with the Interstate Commerce Commission on July 30, 1975 at 9:23 a.m., bearing recordation number 8015.

Please send recorded amendment to my attention.

Robert F. Summers
Region Manager
FMC Finance Corporation
P.O. Box 760
San Jose, CA 95106

Please call me (collect) if additional information is needed.

Sincerely,



Robert F. Summers
Manager
Western Region

cc Donald Gleason
Vice President
ITEL Corp., Rail Division

RS/hms

FEE OPERATION BR.
I.C.C.

SEP 21 10 27 AM '78

RECEIVED

Interstate Commerce Commission
Washington, D.C. 20423

9/21/78

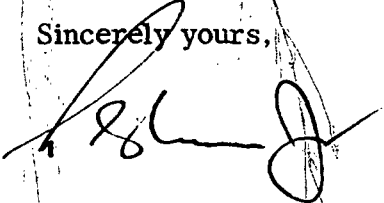
OFFICE OF THE SECRETARY

Robert F. Summers
Region Manager
FMC Finance Corporation
P.O.Box 760
San Jose, California 95106

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on **9/21/78** at **10:30am**
and assigned recordation number(s) **8015-D**

Sincerely yours,



H.G. Homme, Jr.
Acting Secretary

Enclosure(s)

SE-30-T
(2/78)

8015-12
EXHIBIT NO. 8015-12

AMENDMENT TO

SEP 21 1978 - 10 30 AM

CONDITIONAL SALE AGREEMENT

INTERSTATE COMMERCE COMMISSION

FMC Finance Corporation ("Seller") and Itel Corporation, Rail Division ("Buyer") are the parties to this agreement dated

20th ~~May~~ 1978.

July 8

Background

FMC Corporation sold one hundred boxcars, numbers HS-2000 through HS-2099 (the "Equipment") to SSI Rail Corp. ("SSI") pursuant to a conditional sale agreement dated 19 June 1975 (the "CSA"). FMC Corporation assigned all its rights in the Equipment and in the CSA to Seller. Buyer is the successor in interest to SSI.

Two units of the Equipment, numbers HS 2013 and HS 2059, have been destroyed.

Seller and Buyer desire to amend the CSA as follows.

Undertakings

1. Section 7 of the CSA is hereby amended to read as follows:

RISK OF LOSS. The risk of loss or destruction of, or damage to, the Equipment shall be on Buyer from and after delivery thereof to Buyer or carrier. The Equipment shall be insured by Buyer at its own expense against loss or damage by fire and the other causes covered by the extended coverage endorsement, in an amount not less than the total of payments due to Seller hereunder, with loss, if any, payable to Seller and Buyer as their respective interests may appear. The policy or policies of insurance shall be written in a form acceptable to Seller and shall provide thirty days minimum written cancellation notice to Seller. Buyer shall promptly furnish Seller with a certificate of insurance issued by the Insurer on each policy.

Buyer shall promptly notify Seller of the destruction of any unit of Equipment. Buyer shall exercise due diligence to recover damages for the loss of the unit of Equipment from any railroad or other common carrier which may be liable for the loss. If Buyer shall not be able to recover damages for the loss from any railroad within 120 days after the loss, then Buyer shall exert its best efforts to recover from its insurer. On the first rental payment date following any recovery of damages by Buyer, either from a railroad or Buyer's insurer, but in no event later than 9 months after destruction of any unit of Equipment, Buyer will pay Seller, in addition to the rental

payment then due, an amount equal to the outstanding principal balance due to Seller for the destroyed unit or units of Equipment. Any insurance or other recovery paid to Seller by a railroad or Buyer's insurer shall be credited to Buyer's obligation hereunder.

2. On 1 September 1978, Buyer shall pay Seller, in addition to the rental payment called for by the CSA, \$42,055.52 for the destruction of units numbered HS 2013 and HS 2059.

IN WITNESS WHEREOF, the parties have executed this agreement on

JULY 20, 19 78.

FMC FINANCE CORPORATION

BY: 

ITEL CORPORATION, Rail Division

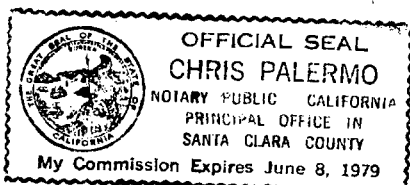
BY: 

STATE OF
COUNTY OF

)
) SS:
)

On this 20 date of July 1978, before me personally appeared Bob Summers, to me personally known, who, being by me duly sworn, says that he is Asst. Secretary of FMC Finance Corporation that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of this board of directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notarial Seal



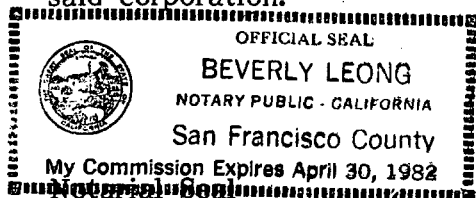
Chris Palermo
Notary Public

My Commission expires: June 8, 1979

STATE OF CALIFORNIA
CITY AND COUNTY OF
SAN FRANCISCO

)
) SS:
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On this 20th day of July 1978, before me personally appeared Donald H. Gleason, to me personally known, who, being by me duly sworn, says that he is Vice - President of Itel Corporation, Rail Division, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of this board of directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Beverly Leong
Notary Public

My Commission expires: April 30, 1982